



BSN medical Inc.  
5825 Carnegie Blvd.  
Charlotte, NC 28209-4633

**Effective January 1, 2014**

**JOBST® Custom-made Garments  
Use of Measurements – Return Policy – Warranty Periods**

This document has been designed to clearly address the use and ownership of patients' measurements, Return Policy and Procedure, Manufacturing and Delivery Warranty Periods for all JOBST® brands of custom-made compression garments.

**Use of Patient Measurements:**

The Privacy Rule protects all "*individually identifiable health information*" held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper, or oral. The Privacy Rule calls this information "*protected health information (PHI)*."

Therefore, if a patient changes his/her medical supply provider and requires a new custom-made compression garment, they are allowed to request a release of their measurements for use at a different facility if necessary. If the patient has been measured within 6 months prior to changing facilities, BSN medical will process the order at the discretion of the new fitter. Any custom-made garment ordered, using the measurements of a prior fitter, cannot be guaranteed for fit. If this compression garment does not fit, the new fitter must re-measure and order a new garment for his/her patient at full price. It is the suggestion of BSN medical that all patients be re-measured subsequent to changing medical supply providers.

**General:**

All JOBST® Custom-made garments may be returned for replacement due to manufacturing defect or material flaws. In addition, **one free of charge replacement will be allotted within 30 days of confirmed delivery of parcel carrier** for reasons other than manufacturing or material flaws such as adjustments to measurements, any changes to options or styles and changes in compression. This applies to the first replacement of the initial order only. For each additional replacement for changes to the garment, a half price fee will apply.

The following JOBST® products come with a 6 month manufacturing defect warranty: Elvarex®, Elvarex® Soft, Seamless Soft and Bellavar®. If a manufacturing defect is present, BSN medical reserves the right to insist on a full evaluation of the garment to confirm that a defect is present before replacing the product or issuing credit for the initial purchase. After two Return Authorizations on the original order for potential manufacturing defects, BSN medical will only remake a third time pending an additional evaluation to determine production fault.

JOBST® Custom Seamed garments have one, free-of-charge replacement within 30 days of delivery for a manufacturing defect. Additionally, the buyer will have a 15 day, no-questions asked period, for custom seamed garment replacement.

This warranty does not cover the garments for normal "wear and tear", abnormal care and use, where it can be shown that donning instructions have not been followed correctly, or when there has been an error in completing the appropriate order form(s).

BSN medical will not offer full credit for custom compression garments that are returned without a Return Authorization (RA) number (800) 537-1063. However, if a JOBST garment should be returned for another JOBST brand of custom-made garments, then a credit will be considered for the original garment amount when the order for the new brand selection is processed.

BSN medical will invoice full price for all replacement orders and credit upon receipt of original custom order. No credit will be given for orders that are returned outside of the manufacturing warranty period.

**Manufacturing Warranty Period:**

Elvarex	
Elvarex Soft	6 Months after shipment
Seamless Soft	
Bellavar	
JOBST Custom Seamed	30 days after shipment

**Alterations & Repairs:**

BSN medical also offers a limited amount of alterations that can be done to existing Elvarex, Seamless Soft, Bellavar and Custom Seamed garments. A list of alterations is available upon request. BSN will not alter or repair a garment if the cause is due to wear and tear. Additionally, the garment must be in “like new” condition to receive an alteration. Any chargeable options that are added to the existing garment will be invoiced accordingly.

**Delivery Warranty Period:**

JOBST Elvarex, Elvarex Soft, Seamless Soft and Bellavar are typically delivered within 4-5 business days from the date of receipt of all correctly completed order forms, including all necessary measurements.

JOBST Custom Seamed garments are typically delivered within 5-7 business days from the date of receipt of all correctly completed order forms, including all necessary measurements.

BSN medical offers a priority service (Hotline Service) at an additional fee for select Custom Seamed garments only. If this service is requested, the garments are to be delivered within 3 business days of receipt of all correctly completed order forms, including all necessary measurements.

BSN medical pledges to conform to these delivery targets with the exception of all published holiday schedules or failure of the contracted delivery service to conform to their published delivery timings. Please note, however, that delivery times are not guaranteed.

**General Acknowledgement:**

In the case of a warranty claim or question, please contact BSN medical Inc. and ask to speak to a representative of the specific brand of garment in question for assistance and clarification.

**Limitation of Warranty**

**Warranty:**

BSN medical (Seller) warrants that the JOBST brand custom-made Products are manufactured and function in accordance with the Seller’s ratings and specifications. All products are to be inspected fully by the Buyer and all obvious non-conformities reported to the Seller immediately. The Seller, upon being satisfied of the existence of such non-conformity for which it is liable, will correct the same by either servicing, replacement or credit. The foregoing shall be Buyer’s sole and exclusive remedies. The warranties set forth apply to both original and replacement Products.

**No Informal Warranties:**

Any advice, information or suggestions given by Seller to Buyer in regard to the application or use of the Products are not warranties unless given in writing and designated specifically by Seller as warranties. Statements made in Seller's general advertising or printed materials do not constitute warranties. Samples are not warranted as conforming to Seller's ratings and specifications, nor is any warranty made that Products conform to any sample, unless Seller specifically so warrants in writing. Seller makes no warranty that any Product delivered under this Contract is identical in nature or quality to any Product previously sold or delivered to Buyer.

**Warranty Exclusions:**

THE FOREGOING WARRANTIES SHALL BE IN LIEU OF ALL OTHER WARRANTIES AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE AND OTHERWISE, EXPRESS OR IMPLIED, ARE EXCLUDED.

**Return or Destruction:**

No Products shall be returned or destroyed without Seller's prior consent.

**Returning Garments:**

BSN medical requires a Return Authorization before returning any custom-made compression garment. This authorization may be obtained by contacting Customer Service at (800) 537-1063. It is important that any garment with a suspected problem is returned to BSN medical as soon as possible. Without the return of the garment, it is difficult to determine the exact nature of the problem and to find an appropriate solution. Additionally, BSN medical will invoice full price for all replacement orders and credit upon receipt of original custom product.

**NOTE: Custom Product Return Authorizations are valid for 30 days. After 30 days, the original Return Authorization will be void and there will be a half price replacement fee applied to remakes due to improper measurements, style, color, or option selections. The Return Authorization Number must appear on outside of package for the product to be returned to the below address. All custom garments that are returned to BSN medical Inc. must be laundered and in a sanitary condition in order to receive credit or replacement. Garments sent unlaundered will be returned to sender without inspection due to biohazard concerns and no credit or replacement will be issued in these instances..**

**Return Address for Custom-made Products:**

Custom Seamed products are to be mailed to:

**BSN medical Inc.**

Attention: **Custom Product Services**  
100 Beiersdorf Drive  
Rutherford College, NC 28671  
USA

Elvarex, Elvarex Soft, Seamless Soft and Bellavar products are to be mailed to:

**BSN medical Inc.**

Attention: **Elvarex Product Services**  
5825 Carnegie Blvd.  
Charlotte, NC 28209  
USA